

BILL NO. S-74-05-29

SPECIAL ORDINANCE NO. S- 82-74

AN ORDINANCE approving a contract with MAUMEE
CONSTRUCTION CORPORATION for sidewalk
repairs in Lafayette Place

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
WAYNE, INDIANA:

SECTION 1. The contract between MAUMEE CONSTRUCTION CORPOR-
ATION and the City of Fort Wayne, by and through its Mayor and the Board of
Public Works for :

Repairing and replacing sidewalks in an area bounded on the
north by McKinnie Avenue, on the east by Lafayette Street,
on the south by Pettit Avenue and on the west by Calhoun
Street

for a total cost of \$42,277.75, of which the City will pay \$10,534.85, the balance
of \$31,742.90 to be paid by the property owners under Barrett Law, all as more
particularly set forth in said Contract, which is on file in the Office of the Board
of Public Works, and is by reference incorporated herein and made a part hereof,
is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and
after its passage and approval by the Mayor.

William T. Linga
Councilman

APPROVED AS TO FORM
AND LEGALITY,

Paul B. Oke
CITY ATTORNEY

Read the first time in full and on motion by Hungo, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 5/28/74

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Hungo, seconded by Stier, and duly adopted, placed on its passage. Passed (Lost) by the following vote:

AYES 9, NAYS 0, ABSTAINED _____, ABSENT _____ to-wit:

BURNS	<u>X</u>	_____	_____	_____
HINGA	<u>X</u>	_____	_____	_____
KRAUS	<u>X</u>	_____	_____	_____
MOSES	<u>X</u>	_____	_____	_____
NUCKOLS	<u>X</u>	_____	_____	_____
SCHMIDT, D.	<u>X</u>	_____	_____	_____
SCHMIDT, V.	<u>X</u>	_____	_____	_____
STIER	<u>X</u>	_____	_____	_____
TALARICO	<u>X</u>	_____	_____	_____

DATE: 6-11-74

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. 82-74 on the 12th day of June, 1974.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of June, 1974, at the hour of 10:00 o'clock A. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 12th day of June, 1974, at the hour of 2:00 o'clock P. M., E.S.T.

Sam H. Schuchman
MAYOR

Bill No. S-74-05-29

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
approving a contract with MAUMEE CONSTRUCTION CORPORATION for
sidewalk repairs in Lafayette Place.

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance DO PASS.

William T. Hinga - Chairman

John Nuckols - Vice-Chairman

James S. Stier

Winfield C. Moses, Jr.

Paul "Mike" Burns

CONCURRED IN

DATE 6-11-74

CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE
board of public works

May 13, 1974

The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

The Board of Works has awarded a contract to Maumee Construction Corp. for sidewalk repairs in Lafayette Place under Improvement Resolution No. 5651-73 at a cost of \$42,277.75.

This is a Barrett Law project on which the property owners shall be paying \$31,742.90.

The Board is desirous of cooperating with the contractor in allowing construction to start as soon as possible. Therefore, we are requesting "Prior Approval" of this contract. It shall be submitted for formal introduction May 28, 1974.

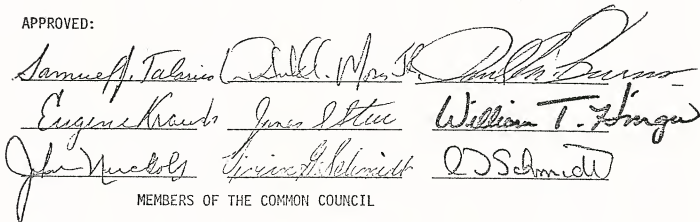
Sincerely,


Dr. Jerry D. Boswell, Chairman
Board of Public Works

JDB/ss

Attachment

APPROVED:


Samuel J. Taliaferro, Eugene Knaus, James J. Stuebe, William T. Lingua, John Nichols, Irving L. Schmidt, J. Schmidt
MEMBERS OF THE COMMON COUNCIL

CONTRACT

This Agreement, made and entered into this _____ day of _____, 19____

by and between _____ -MAUMEE CONSTRUCTION CORPORATION- _____

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-

prove by repairing and replacing sidewalks in an area bounded on the north by
McKinnie Avenue, on the east by Lafayette Street, on the south by Pettit Avenue
and on the west by Calhoun Street

by grading and paving the roadway to a width of _____ feet with _____

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 5651-1974 and at the following price per lineal foot

Sidewalk Removal	Three Dollars and no cents per square yard	\$ 3.00
Standard Walk Replacement	One Dollar and thirty cents, per square foot	1.30
Curbside Walk	Two Dollars and ten cents, per square foot	2.10
Curb Removal	Seventy five cents, per lineal foot	0.75
Curb Replacement	Three Dollars and seventy five cents, per lineal foot	3.75
Common Excavation	Four Dollars and fifty cents, per cubic yard	4.50
Dirt for Backfill	Eight Dollars and twenty five cents, per ton	8.25
Seed and Fertilizer	One Dollar and five cents, per square yard	1.05

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5651-1974 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally within 60 days after contract is approved by City Council and in all respects completed on or before ~~XXXXXXXXXXXXXXX~~ 1900 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said _____ date _____, 19____ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this _____

day of _____, 19____

MAUMEE CONSTRUCTION CORPORATION

BY: Frederick A. Wilson

ITS: Pres.

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY:

John R. Fleck

GUARANTY BOND

Know All Men by These Presents, That we-----

-----MAUMEE CONSTRUCTION CORPORATION-----Contractors

as principal, and AMERICAN STATES INSURANCE COMPANY, INDIANAPOLIS, INDIANA-----

-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of FORTY TWO THOUSAND,
TWO HUNDRED SEVENTY SEVEN DOLLARS AND SEVENTY FIVE CENTS-----

-----(\$42,277.75)
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----MAUMEE CONSTRUCTION CORPORATION-----

did on the-----day of-----

-----, enter into a contract with the City of Fort Wayne to construct a
sidewalks and curbs

on-----Street from-----

in an area bounded on the north by McKinnie Avenue, on the east by Lafayette
Street, on the south by Pettit Avenue and on the west by Calhoun Street.

-----according to certain plans and specifications, and
for a period of three years
also warranting and guaranteeing the work, material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said-----

MAUMEE CONSTRUCTION CORPORATION-----shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this-----day of-----

American States Insurance Company MAUMEE CONSTRUCTION CORPORATION (SEAL)

(surety) BY: F. A. W. (SEAL)

Attorney-in-Fact ITS: Pres (SEAL)

Approved this-----day of-----

Board of Public Works.

LIABILITY BOND

~~Know All Men by These Presents,~~ That we hereby certify that MAUMEE CONSTRUCTION CORPORATION has insurance with this company, fully protecting and saving harmless and indemnifying the City of Fort Wayne, Indiana, from any losses in the amount of Five thousand Dollars (\$5,000.00)

as principal, and _____

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of _____

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

(\$ _____)

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the _____

day of _____, with the City of Fort Wayne, Indiana, and shall faithfully fulfill ~~all the conditions and stipulations therein contained,~~ except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this _____ day of _____

MAUMEE CONSTRUCTION CORPORATION (SEAL)

BY: Ernest A. W. (SEAL)

ITS: Pres (SEAL)

(SEAL)

Approved this _____ day of _____

Board of Public Works.

COMPLETED IN CITY ENGINEERING OFFICE

May 8, 1974

American States Insurance Company

INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted

and appointed, and does by these presents make, constitute and appoint WALTER H. LUPKE, JR., DUANE E. LUPKE, DONALD L. COFFEY, EDWARD B. RICE, WALTER E. BOOSE, LOWELL K. ZELT, & PAULA W. SCHNEIDER

(Jointly or Severally)

of Fort Wayne and State of Indiana
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings,

provided, however, that the penal sum of any one such instrument executed hereunder

shall not exceed THREE MILLION AND NO/100 (\$3,000,000.00) DOLLARS - - - - -

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President,

attested by its Assistant Secretary and its corporate seal to be hereto affixed this 23rd day of January

A. D. 19 74

(SEAL)

ATTEST: W. H. Krasean
Assistant Secretary

STATE OF INDIANA }
COUNTY OF MARION } SS:

On this 23rd day of January, A. D. 19 74, before me personally came

William M. Evans

, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name

thereto by like order. And said William M. Evans further said that he is acquainted with W. H. Krasean and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

January 10, 1977
My Commission Expires

Debra Kay Driscoll
Notary Public

STATE OF INDIANA }
COUNTY OF MARION } SS:

I, W. H. Krasean, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of the following resolution of the Board of Directors of American States Insurance Company at a meeting duly called and held on the 15th day of December 1972.

"RESOLVED: That the use of a printed facsimile of the corporate seal of the company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Section 7.07 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the company surety bonds, underwriting undertakings or other instruments described in said Section 7.07, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this

day of January, A. D. 19 74

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

(a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:

(b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:

(c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

IN RE:

WAGE SCALE

CODE: S - SKILLED
SS - SEMI-SKILL
U - UNSKILLED

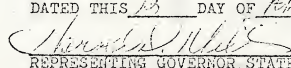
We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE PROJECTS TO BE AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FORT WAYNE, INDIANA DURING THE MONTHS OF APRIL, MAY, AND JUNE, 1974.

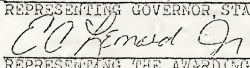
in compliance with the provisions of Chapter #319 of the acts of the GENERAL ASSEMBLY OF INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

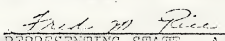
TRADES OR OCCUPATION	CLASS	RATE PER HR.	H&W	PEN.	VAC.	APPR.
ASBESTOS WORKER	S	9.15	35c	55c		
BOILERMAKER	S	9.45	50	80		1c
BRICKLAYER	S	8.49	30	25		1
CARPENTER	S	7.92		6%		2ind. fund
CEMENT MASON	S	7.90	40			
ELECTRICIAN	S	8.40	25	17-30		4
ELEVATOR CONSTRUCTOR	S	8.49	39'	26	6%	2
GLAZIER	S	7.54	10		15	2app 29cholidays
IRON WORKER	S	8.85	55	65		1
LABORER	S	5.10-6.60	18	25		7
LATHER	S	7.16		25		1app 3ind. fund
MILLWRIGHT & PILEDRIVER	S	8.65		6%		4app 2ind. fund
OPERATING ENGINEER	S	SEE ATTACHED	SHEET.			
PAINTER	S	6.76-7.76	32	25		5
PLASTERER	S	7.54	40			
PLUMBER, STEAMFITTER, GASFITTER	S	8.60	25	35		7app. 4ind. fund
MOSAIC & TERRAZZO GRINDER	S	6.35-8.15				
ROOFER	S	8.05		10		
SHEETMETAL WORKER	S	8.34	30	25		4app. 9ind. fund
TEAMSTER	S	5.95-6.95	bldg. \$12 bldg. \$13 h.w. \$14 h.w. \$14			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE shall be paid. The above and foregoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee. But in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 13 DAY OF March, 1974


 REPRESENTING GOVERNOR, STATE OF INDIANA


 REPRESENTING THE AWARDING AGENT.


 REPRESENTING STATE A.P.L. & C.I.O.

BUILDING AGREEMENT

GROUP I

Air Compressor (pressuring shafts, tunnels and divers)	Concrete Plant
Air Turner	Concrete Pump
Auto Patrol	Crane with all attachments
Back Filler	Crane—Electric Overhead
Back Hoe	Derrick
Broom Cat	Ditching Machine (18" and over)
Boring Machine	Dredge
Bull Dozer	Elevators (when hoisting material or tools)
Cableway Drilling Machine	Hoist Lift (machinery)
Cherry Picker	Formless Paver
Compactor (with dazer Made)	Generator (power for welders or compressors)
Concrete Mixer (dual drums)	
Gradall	Push Cat
Helicopter	Scrap and Tractor
Helicopter Winch Operator	Scraper—Rubber Tired
High Lift—Front End Loader	Spreader—Tractor Mounted
Hoist	Straddle Carrier—Ross Type
Locomotive	Sub Base Finish Machine (C.M.I. or similar)
Mechanic on Job Site	Tower Crane
Mucking Machine	Tractor with Backhoe (over ½ yard)
Panel Board Concrete Plant	Welder (Craft)
Pile Driver	

GROUP I

Effective Date	Rate	H & W	Pension	Training	Gross
July 25, 1971	\$7.25	.25	.20	.05	\$7.75
December 1, 1971	\$7.65	.25	.20	.05	\$8.15
June 1, 1972	\$7.95	.25	.30	.05	\$8.65
June 1, 1973	\$8.25	.30	.30	.05	\$8.90
The December 1, 1973	\$8.40	.30	.30	.05	\$9.03

GROUP II

A Frame Truck	Head Greaser
Batcher Plant (automatic dry batch)	Mechanic in Shop
Bending Machine—Power Driven	Mesh Depresser—Mesh Placer
Bituminous Mixer	P.C.C. Concrete Belt Placer
Bituminous Paver	Roller—Asphalt, Stone & Sub Base
Bituminous Plant Engineer	Sheepsfoot Roller—Self Propelled
Boatman	Shop Mule
Bull Float	Spreader or Base Paver—Self Propelled
Compactor or Tamper—Self Propelled	Sub Grader
Concrete Mixer (21 cu. ft. or over)	Throttle Valve with Air Compressor or Boiler
Concrete Spreader—Power Driven	Tractor with Backhoe (½ yard and under)
Dinky Engine	Tractor—High Lift—Farm Type
Ditching Machine (less than 18")	Tractor—Industrial Type
Drilling Machine	Tractor with Winch
Finish Machine & Bull Float	Well Points
Finishing Machine	Winch Truck
Fireman—Pipe Driving and Boilers	
Fork Lift—Masonry & Material	
Guniting Machine	

GROUP II

Effective Date	Rate	H & W	Pension	Training	Gross
July 25, 1971	\$6.45	.25	.20	.05	\$6.95
December 1, 1971	\$6.35	.25	.20	.05	\$7.35
June 1, 1972	\$7.15	.25	.50	.05	\$7.75
June 1, 1973	\$7.45	.30	.30	.05	\$8.10
The December 1, 1973	\$7.60	.30	.30	.05	\$8.25

GROUP III

Air Compressor (210 cu. ft. and over)	Minor Equipment Opr. 2, 3, 4 or 5
Bituminous Distributor	(See Paragraph 46)
Chair Cart	Paving Joint Machine
Concrete Curing Machine	Post Hole Digger
Concrete Saw	Roller—Earth
Dope Pot—Power Agitated	Throttle Valve
Flex Plans	Track Jack—Power Driven
Form Grader	Tractor—Farm Type
Hydrohammer	Truck Crane Driver
Jacks—Hydraulic—Power Driven	

GROUP III

Effective Date	Rate	H & W	Pension	Training	Gross
July 25, 1971	\$5.85	.25	.20	.05	\$6.35
December 1, 1971	\$6.25	.25	.20	.05	\$6.75
June 1, 1972	\$6.35	.25	.30	.05	\$7.15
June 1, 1973	\$6.55	.30	.30	.05	\$7.50
The December 1, 1973	\$7.00	.30	.30	.05	\$7.65

GROUP IV (Minor Classifications)

Air Compressor (less than 210 cu. ft.)	Officer
Concrete Mixer (under 21 cu. ft.)	Power Broom
Conveyor	Pump
Generator	Welding Machine
Mechanical Heater	Welders

GROUP IV

Effective Date	Rate	H & W	Pension	Training	Gross
July 25, 1971	\$5.55	.25	.20	.05	\$6.05
December 1, 1971	\$5.45	.25	.20	.05	\$6.05
June 1, 1972	\$5.95	.25	.30	.05	\$6.55
June 1, 1973	\$6.25	.30	.30	.05	\$6.90
The December 1, 1973	\$6.60	.30	.30	.05	\$7.05

The rates of pay for Apprentices are based on a percentage of Group I wages rates as established in this Collective Bargaining Agreement. The percentage figures based on six (6) month periods are as follows:

First Period	86%
Second Period	90%
Third Period	95%
Fourth Period	96%
Fifth Period	97%
Sixth Period	98%

The pay rate of the Apprentices shall be for the proper period of training as determined by the Joint Committee and as stipulated in the Apprentices Agreement. At no time will the Apprentice rate be less than the pay in Group IV.

CLASSIFICATIONS	RATE	H & W	PENS.	A/T	GROSS
Air Compressor (two or one over 200 cu. ft.)	\$6.32	.30	.30	.05	\$6.97
Angle Dozer - Bull Dozer - Push Dozer	\$7.20	.30	.30	.05	\$7.85
Auto Patrol	\$7.20	.30	.30	.05	\$7.85
Back Filler	\$7.20	.30	.30	.05	\$7.85
Backhoe	\$7.40	.30	.30	.05	\$8.05
Boom Cat	\$7.20	.30	.30	.05	\$7.85
Caisson Drilling Machine	\$7.40	.30	.30	.05	\$8.05
Clamshell	\$7.40	.30	.30	.05	\$8.05
Concrete Mixer (Dual Drum)	\$7.45	.30	.30	.05	\$8.10
Concrete Mixer (21 cu. ft. or over)	\$7.15	.30	.30	.05	\$7.80
Concrete Pump	\$7.20	.30	.30	.05	\$7.85
Crane	\$7.40	.30	.30	.05	\$8.05
Crane - Electric Overhead	\$7.25	.30	.30	.05	\$7.90
Derrick	\$7.40	.30	.30	.05	\$8.05
Dinky Engine in Tunnel	\$7.25	.30	.30	.05	\$7.90
Ditching and Trenching Machine	\$7.20	.30	.30	.05	\$7.85
Ditching and Trenching Machine (over 24")	\$7.30	.30	.30	.05	\$7.95
Dragline	\$7.40	.30	.30	.05	\$8.05
Dredge	\$7.40	.30	.30	.05	\$8.05
Elevators (when used to hoist material)	\$7.20	.30	.30	.05	\$7.85
Fireman	\$6.42	.30	.30	.05	\$7.07
Fork Lift	\$7.25	.30	.30	.05	\$7.90
Helicopter	\$8.12	.30	.30	.05	\$8.77
Hoist	\$7.30	.30	.30	.05	\$7.95
Locomotive	\$7.25	.30	.30	.05	\$7.90
Mechanic on Job Site	\$7.20	.30	.30	.05	\$7.85
Pile Driver	\$7.40	.30	.30	.05	\$8.05
Power Blade	\$6.85	.30	.30	.05	\$7.50
Pumps (2, 3 or 4)	\$6.32	.30	.30	.05	\$6.97
Rollers on Earth	\$6.37	.30	.30	.05	\$7.02
Rollers on Stone, Blacktop or Brick	\$7.10	.30	.30	.05	\$7.75
Ross Carrier	\$6.90	.30	.30	.05	\$7.55
Scoop	\$7.20	.30	.30	.05	\$7.85
Shovel	\$7.40	.30	.30	.05	\$8.05
Throttle Valve	\$6.70	.30	.30	.05	\$7.35
* Tournapull (or similar)	\$7.30	.30	.30	.05	\$7.95
Track Jack	\$6.22	.30	.30	.05	\$6.87
Tower Crane	\$7.40	.30	.30	.05	\$8.05
Tractor	\$6.32	.30	.30	.05	\$6.97
Tractor - Farm with attachments (Fordson or comparable size)	\$6.90	.30	.30	.05	\$7.55
Tractor - Farm type-Backhoe over 3/8 yd.	\$7.20	.30	.30	.05	\$7.85
Tractor with Winch	\$7.25	.30	.30	.05	\$7.90
Tractor Shovel	\$7.30	.30	.30	.05	\$7.95
Welding Machines (2, 3 or 4)	\$6.32	.30	.30	.05	\$6.97
Well Point System	\$6.70	.30	.30	.05	\$7.35
Boatman	\$6.90	.30	.30	.05	\$7.55

NOTE: 25¢ per hour shall be paid for each additional machine covered by an employee

* Tournapull or similar type equipment with multiple units shall be paid 25¢ per hour extra for each additional unit.

All employees working in enclosed underground (caverns) work shall be paid 50¢ per hour over and above the regular wage rate for all classifications and this shall become the base rate for all such work for full shift. All shifts shall start and end above ground.

MINOR CLASSIFICATIONS	RATE	H & W	PENS.	A/T	GROSS
Air Compressor (less than 200 cu. ft.)	\$5.92	.30	.30	.05	\$6.57
Concrete Mixer (under 21 cu. ft.)	\$6.07	.30	.30	.05	\$6.72
Conveyor	\$6.07	.30	.30	.05	\$6.72
Pump (over 2")	\$5.92	.30	.30	.05	\$6.57
Welding Machine	\$5.92	.30	.30	.05	\$6.57
Oilers and Greasers	\$5.92	.30	.30	.05	\$6.57
Truck Crane Driver	\$6.17	.30	.30	.05	\$6.82

The rates of pay for Apprentices are based on a percentage of the Crane Operators wage rate as established in this Collective Bargaining Agreement. The percentage figures based on six (6) month periods are as follows:

First Period	70%	Fourth Period	85%
Second Period	75%	Fifth Period	90%
Third Period	80%	Sixth Period	95%

The pay rate of the Apprentice shall be for the proper period of training as determined by the Joint Committee and as stipulated in the Apprentice Agreement. At no time will the Apprentice rate be less than the pay of an Oiler.

XIII. CONCLUSIONS

Downloaded from <http://ajph.org/> on May 13, 2015

Assistant Plant Engineer
 Base Paving (Joway or similar type machines)
 Concrete Finishing Machine
 Concrete Mixer—less than 21 cu. ft.
 Curb Machine
 Farm Tractor—including farm tractor with all attachments except ballchase and including high-lift and loaders of 1 cu. yd. capacity and less
 Greasin (on boiler)
 Grout (on pump)
 Grout—3.5 pieces of minor equipment
 Paving Breaker
 Power Driven Self-propelled Roller (Bath and Sub-base material)
 Scaffolding
 Scaffolding Machine (H.L.)
 Tanker—multiple spreading—Bath and Sub-base material
 Treadle Valve
 Treadle Valve and Compressor or Clover Hooks type compression
 Treadle Valve and Freeman compression on horizontal or upright
 Tractor—with Drill
 Tractor—50 H.P. or over
 Well Point System
 Widener (Apsco or similar type)

GROUP IV (Minor Equipment)

Air Compressor
Assistant to Engineer—Oil
Automatic Dry Batch Plant
Bituminous Paving
Bittuminous Puncturing
Blat Spreader
Belt and Belt Machine
Broom & Belt
Chall Cart (Self-propelled)
Coleman Type Screen
Conveyor (Portable)
Deck Hand
Digger Post Hole (power-driven)
Fork Lift—Under 10 ton
Form Grader
Form Tamping (motor driven)
Generator
Greaser Helper
Hickethorn Driver
Hickethorn Helper
Hydra Seeder

The rates of pay for Local 103 Apprentices are based on a percentage of Group I wage rates as established in this Collective Bargaining Agreement. The percentage figures bases on six (6) month periods are as follows;

Rate	H & W	Pension	Training	Gross
\$6.61	.30	.30	.05	\$7.26

The rates of pay for Local 103 Apprentices are based on a percentage of Group I wages rates as established in this Collective Bargaining Agreement. The percentage figures bases on six (6) month periods are as follows:

First Period70%	Fourth Period85%
Second Period75%	Fifth Period90%
Third Period80%	Sixth Period95%

The pay rate of the Apprentices shall be for the proper period of training as determined by the Joint Committee and as stipulated in the Apprenticeship Agreement.

United Lelays is the Construction Industry Stabilization Committee approved

1688-1692

Quarter of General Paul Post Driver

Over-tyr of Guard Rail Post Driver
 Highlight Show—1½ cu. yd. or over
 Hoist (3 drums and over)
 Hydraulic Boom Truck
 Hydraulic Crane
 Hydraulic (Skimmer Scoop)
 Locomotive—Self-propelled (High-
 speed)
 Locomotive Operator
 Macking Machine
 Panel Board Concrete Plant
 (central mix type)
 Paver—Hearthright
 Ride Driver—Stid or Crawler
 Road Paving Machine
 Roller—Crawler
 Rock Crushing Plant (Portable)
 Roller—Asphalt, Waterbound,
 Macadam, Bituminous Macadam,
 Brick Surface
 Roller with Dozer Blade
 Root Hauler, Tractor Mounted
 Self-propelled Widenner
 Swamp Remover, Tractor Mounted
 Surface Reclaimer and Finisher
 Tandem Roller Tractor (300 per
 cent additional)
 Tractor—Boom, Winch or Hoe Head
 Tractor—Push
 Tractor with Scoop
 Tractor Mounted Spreader
 Tree Hoiver
 Trench Machine (over 24")
 Vibration Machine
 Winch, Drum with A-Frame
 Winch, Tractor with A-Frame

GROUP II

Air Compressor with Throttle Valve
Back Hoe on Farm Type Tractor
under 45 H.P.
Ball Joint
Cherry Picker under 15 ton
Cup Spreader (self-propelled)
Compacting Machine
Concrete Mix Depression—
Independently operated
Concrete Spreader—Power Driven
End Loader under 1½ cu. yd.
Excavator, Loader—Portable
Filling Machine and Ball Joint
Grate Machine

Number	Location	Training	Gross
1		105	100

DIGEST SHEET

8-74-05-29

TITLE OF ORDINANCE: Contract with Maumee ConstructionDEPARTMENT REQUESTING ORDINANCE: Board of Public Works

SYNOPSIS OF ORDINANCE: Request approval of contract with Maumee Construction
Corporation for sidewalk repairs in Lafayette Place under Improvement Resolution
No. 5651-73.

(See Prior Approval Letter attached)

Property Owners (Barrett Law) \$31,742.90

City \$10,534.85

Total of contract \$42,277.75

EFFECT OF PASSAGE: Sidewalk repairs in Lafayette Place

EFFECT OF NON-PASSAGE: No sidewalk repairs

MONEY INVOLVED (Direct Costs, Expenditures, Savings): _____

Approximate cost to City: \$10,534.85

ASSIGNED TO COMMITTEE (J.N.): Finance